

Co-Museum
Terms and Conditions of Artifact 001 NFTs and Artifact 001 NFT Public Sale
Date: 25 July 2024

Unless otherwise stated or if the context otherwise requires, all capitalised terms herein shall have the respective meanings as indicated in Annex 1 of these Terms. Headings in these Terms are included for convenience only and shall not be taken into account in construing these Terms. References to a “Paragraph” and “Annex” are to be construed as references to the paragraphs of and the annexes to these Terms.

1. GENERAL

1.1 Please review these Terms and Conditions of Artifact 001 NFTs and Artifact 001 NFT Public Sale (the “**Terms**”) carefully, as they set forth legally binding terms and conditions between you, or if you represent an entity, such entity (for purposes of these Terms, “**you**” shall hereinafter refer to you as an individual, or if you represent an entity, such entity) and Co-Museum ARTIFACT 001 Ltd, a company incorporated in the British Virgin Islands (“**Distributor**”, “**we**” or “**us**”), that govern:

- (a) your acquisition of Artifact 001 NFT(s), whether:
 - (i) Artifact 001 NFT(s) are acquired by you directly from Distributor in connection with Distributor’s initial sale of Artifact 001 NFT(s) (“**Artifact 001 NFT Public Sale**”) via the website at <https://co-museum.com/> (the “**Artifact 001 NFT Public Sale Platform**”); or
 - (ii) Artifact 001 NFT(s) are acquired by you from third parties other than Distributor (“**Secondary Acquisition**”);
- (b) your access and/or use of the Artifact 001 NFT Public Sale Platform and/or access, use of and/or interaction with the Artifact 001 NFT Public Sale Smart Contracts to participate in the Artifact 001 NFT Public Sale to acquire Artifact 001 NFT(s); and/or
- (c) your holding, access and/or use of Artifact 001 NFT(s) and rights, entitlement, features and/or functions associated therewith subject to limitation/restrictions applicable thereto, including but not limited to *Phase 2* Artifact 001 NFT Double-Tap Transfer, Merchandise-NFT Link Termination, Claim Process, Golden Option Process and/or RTB Exercise.

Each of you and Distributor shall hereinafter be referred to as a “**Party**”, and collectively, you and Distributor shall hereinafter be referred to as the “**Parties**”.

1.2 These Terms are to be read together with the provisions set out in the Co-Museum Platform and NFTs Terms of Service (accessible at https://co-museum.com/platform_terms_and_conditions.pdf) (“**Co-Museum TOS**”) and the Co-Museum Privacy Policy (accessible at https://co-museum.com/privacy_policy.pdf) as may be amended from time to time. You acknowledge and agree that the Artifact 001 NFTs fall within the definition of “Co-Museum NFTs” as defined in the Co-Museum TOS, and shall, unless otherwise provided or supplemented under these Terms, be subject to such provisions therein as applicable to Co-Museum NFTs.

1.3 By:

- (a) acquiring Artifact 001 NFT(s) whether in connection with the Artifact 001 NFT Public Sale or through Secondary Acquisition;

- (b) accessing and/or using the Artifact 001 NFT Public Sale Platform and/or accessing, using and/or interacting with the Artifact 001 NFT Public Sale Smart Contracts to participate in the Artifact 001 NFT Public Sale to acquire Artifact 001 NFT(s); and/or
- (c) holding, accessing and/or using Artifact 001 NFT(s) and rights, entitlement, features and/or functions associated therewith subject to limitation/restrictions applicable thereto, including but not limited to *Phase 2* Artifact 001 NFT Double-Tap Transfer, Merchandise-NFT Link Termination, Claim Process, Golden Option Process and/or RTB Exercise and any smart contract associated therewith,

you acknowledge and agree that (i) you have the right and authority to agree to these Terms; (ii) you have read and understood these Terms; and (iii) you agree to be bound by these Terms, which set forth legally binding terms and conditions between you and Distributor.

1.4 We may amend these Terms from time to time. Amendments shall take effect from the date the amended terms are published on the Artifact 001 NFT Public Sale Platform and/or Website. If subsequent to such amendments, you:

- (a) acquire Artifact 001 NFT(s) whether in connection with the Artifact 001 NFT Public Sale or through Secondary Acquisition;
- (b) access and/or use the Artifact 001 NFT Public Sale Platform and/or access, use and/or interact with the Artifact 001 NFT Public Sale Smart Contracts to participate in the Artifact 001 NFT Public Sale to acquire Artifact 001 NFT(s); and/or
- (c) hold, access and/or use Artifact 001 NFT(s) and rights, entitlement, features and/or functions associated therewith subject to limitation/restrictions applicable thereto, including but not limited to *Phase 2* Artifact 001 NFT Double-Tap Transfer, Merchandise-NFT Link Termination, Claim Process, Golden Option Process and/or RTB Exercise and any smart contract associated therewith,

you acknowledge and agree that (i) you have the right and authority to agree to the amendments to these Terms; (ii) you have read and understood the amendments to these Terms; and (iii) you agree to be bound by the amendments to these Terms.

It is your responsibility to check for the latest version of these Terms prior to engaging in acquiring Artifact 001 NFT(s); accessing and/or using the Artifact 001 NFT Public Sale Platform and/or accessing, using and/or interacting with the Artifact 001 NFT Public Sale Smart Contracts; and/or holding, accessing and/or using Artifact 001 NFT(s) and features and/or functions associated therewith subject to limitation/restrictions applicable thereto, including but not limited to *Phase 2* Artifact 001 NFT Double-Tap Transfer, Merchandise-NFT Link Termination, Claim Process, Golden Option Process and/or RTB Exercise and any smart contract associated therewith.

1.5 We reserve the right, at any time, temporarily or permanently, in whole or in part, without prior notification and without incurring any liability to you, to modify, suspend or discontinue such provision or availability for access and/or use of:

- (a) the Artifact 001 NFT Public Sale Platform and Artifact 001 NFT Public Sale Smart Contracts; and
- (b) all the features and/or functions associated with Artifact 001 NFT(s) including but not limited to *Phase 2* Artifact 001 NFT Double-Tap Transfer, Merchandise-NFT Link Termination, Claim Process, Golden Option Process and/or RTB Exercise and any smart contract associated therewith,

and further reserve the right, at any time, temporarily or permanently, in whole or in part, without prior notification and without incurring any liability to you, to modify and/or waive any charges in connection with the Artifact 001 NFT Public Sale, Artifact 001 NFT Public Sale Smart Contracts, Merchandise-NFT Link Termination, Claim Process, Golden Option Process and/or RTB Exercise.

In the event of such modification(s), you may not, or in the event of such suspension or discontinuance you will not, be able to access and/or use (a) the Artifact 001 NFT Public Sale Platform and/or Artifact 001 NFT Public Sale Smart Contract to participate in the Artifact 001 NFT Public Sale; (b) Artifact 001 NFT(s) and features and/or functions associated therewith subject to limitation/restrictions applicable thereto, including but not limited to *Phase 2* Artifact 001 NFT Double-Tap Transfer, Merchandise-NFT Link Termination, Claim Process, Golden Option Process and/or RTB Exercise and any smart contract associated therewith.

- 1.6 **Artifact 001 NFTs are not intended to constitute securities of any form, units in a business trust, units in a collective investment scheme, capital markets products, or any other form of regulated investment or investment product in any jurisdiction. These Terms do not constitute a prospectus or an offer document of any sort and are not intended to constitute an offer of securities of any form, units in a business trust, units in a collective investment scheme, capital markets products, or any other form of regulated investment or investment product, or a solicitation for any form of regulated investment or investment product in any jurisdiction. No regulatory authority has examined or approved of these Terms. No such action has been or will be taken by Distributor to obtain such approval under the laws, regulatory requirements or rules of any jurisdiction. The provision of these Terms to you does not imply that the applicable laws, regulatory requirements or rules have been complied with.**
- 1.7 **Artifact 001 NFTs are not intended for acquisition by, and/or to be held, accessed and/or used by Disqualified Persons. The Artifact 001 NFT Public Sale Platform and Artifact 001 NFT Public Sale Smart Contracts and all the features and/or functions associated with Artifact 001 NFT(s) including but not limited to *Phase 2* Artifact 001 NFT Double-Tap Transfer, Merchandise-NFT Link Termination, Claim Process, Golden Option Process and/or RTB Exercise and any smart contract associated therewith, are not intended to be accessed and/or used by Disqualified Persons. Accordingly, if you are a Disqualified Person, you are not eligible to and shall not:**
 - (a) **acquire Artifact 001 NFT(s) whether in connection with the Artifact 001 NFT Public Sale or through Secondary Acquisition;**
 - (b) **access and/or use the Artifact 001 NFT Public Sale Platform and/or access, use and/or interact with the Artifact 001 NFT Public Sale Smart Contracts to participate in the Artifact 001 NFT Public Sale to acquire Artifact 001 NFT(s); and/or**
 - (c) **hold, access and/or use Artifact 001 NFT(s) and rights, entitlement, features and/or functions associated therewith subject to limitation/restrictions applicable thereto, including but not limited to *Phase 2* Artifact 001 NFT Double-Tap Transfer, Merchandise-NFT Link Termination, Claim Process, Golden Option Process and/or RTB Exercise and any smart contract associated therewith.**
- 1.8 You are not using, and shall not use, a Virtual Private Network (VPN) or any other privacy or anonymisation tools or techniques to circumvent, or attempt to circumvent, any restrictions that apply to the acquisition and holding of the Artifact 001 NFTs.
- 1.9 **IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISOR(S). IF**

YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCEPT THESE TERMS, OR PARTICIPATE IN THE ARTIFACT 001 NFT PUBLIC SALE, OR ACQUIRE ANY TOKENS TO PARTICIPATE IN THE ARTIFACT 001 NFT PUBLIC SALE OR SECONDARY ACQUISITION TO ACQUIRE ANY ARTIFACT 001 NFT, OR PARTICIPATE IN THE PHASE 2 ARTIFACT 001 NFT DOUBLE-TAP TRANSFER, MERCHANDISE-NFT LINK TERMINATION, CLAIM PROCESS, GOLDEN OPTION PROCESS AND/OR RTB EXERCISE.

- 1.10 In the event that you sell or otherwise transfer your Artifact 001 NFT(s) to any other person, you shall use best endeavours to notify such recipient of Artifact 001 NFT(s) of these Terms (as then prevailing), which shall continue to apply to such Artifact 001 NFT(s) and such recipient.
- 1.11 Physical merchandise will be allocated by Distributor (and/or its Affiliate(s)) to each Artifact 001 NFT ("**Artifact 001 Merchandise**") on the basis of one (1) Artifact 001 Merchandise per Artifact 001 NFT. Artifact 001 Merchandise allocated as aforesaid to an Artifact 001 NFT will also be digitally linked ("**Merchandise-NFT Link**") to such Artifact 001 NFT. If you hold an Artifact 001 NFT during the **Artifact 001 Merchandise Claim Period**, you shall be entitled to claim the Artifact 001 Merchandise in respect of such Artifact 001 NFT **PROVIDED** such Artifact 001 Merchandise has not already been claimed by you or a prior holder of such Artifact 001 NFT. A claim ("**Artifact 001 Merchandise Claim**") for the Artifact 001 Merchandise in respect of such Artifact 001 NFT shall be made by the holder of such Artifact 001 NFT in such manner as shall be conveyed by Distributor and/or its Affiliate(s) to Artifact 001 NFT holders via the Channel(s), and such claim may be subject to such further terms and conditions as Distributor (and/or its Affiliate(s)) may impose on recipients of Artifact 001 Merchandise. Unless expressly specified otherwise in such aforementioned further terms and conditions, you agree and acknowledge that all risk of loss, damage or destruction of Artifact 001 Merchandise subject of an Artifact 001 Merchandise Claim initiated by you (arising at any time after such Artifact 001 Merchandise is shipped by Distributor and/or its Affiliate(s)) shall be borne solely by you. The risk of any such loss, damage or destruction shall pass to you at the time of shipment of such Artifact 001 Merchandise, as evidenced by the proof of such shipment. If upon expiry of the Artifact 001 Merchandise Claim Period, the Artifact 001 Merchandise in respect of an Artifact 001 NFT has not been subject of Artifact 001 Merchandise Claim by the holder (or a prior holder) of such Artifact 001 NFT, unless otherwise agreed by Distributor, cease to be claimable by the holder of such Artifact 001 NFT. **To the extent that you effect Artifact 001 Merchandise Claim for Artifact 001 Merchandise in respect of an Artifact 001 NFT, you agree and acknowledge that such Artifact 001 NFT shall be subject to such rights and restrictions as set out in Paragraphs 7.2B to 7.2D.**

2. ELIGIBILITY TO PARTICIPATE IN ARTIFACT 001 NFT PUBLIC SALE, CLAIM PROCESS, GOLDEN OPTION PROCESS AND/OR RTB EXERCISE

- 2.1 **THE ARTIFACT 001 NFT PUBLIC SALE WILL BE CONDUCTED VIA THE ARTIFACT 001 NFT PUBLIC SALE PLATFORM USING THE SMART CONTRACTS WHICH HAVE BEEN DEVELOPED TO FACILITATE THE SALE AND TRANSFER OF ARTIFACT 001 NFTS TO ARTIFACT 001 NFT PUBLIC SALE PARTICIPANTS AS PART OF THE ARTIFACT 001 NFT PUBLIC SALE AND WHICH ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS BY DISTRIBUTOR ("ARTIFACT 001 NFT PUBLIC SALE SMART CONTRACTS"), AND DISTRIBUTOR AND ITS AFFILIATES (SAVE TO THE EXTENT PROHIBITED BY APPLICABLE LAWS) EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF ANY KIND IN RESPECT THEREOF.**
- 2.2 **Where you acquired and/or intend to acquire Artifact 001 NFT(s) by way of participation in the Artifact 001 NFT Public Sale, you agree and acknowledge that you shall not participate in the Artifact 001 NFT Public Sale if there are applicable legal restrictions in your country of residence or domicile. It is your sole responsibility to ensure that your participation in the Artifact 001 NFT Public Sale is not prohibited, restricted, curtailed,**

hindered, impaired, unauthorised or otherwise adversely affected in any way or in any form or manner, whether in full or in part under any applicable law, regulation or rule in your country of residence or domicile or in any jurisdiction applicable to you.

2.3 You are not eligible to participate in and you are not to purchase any Artifact 001 NFTs in the Artifact 001 NFT Public Sale and/or participate in the Claim Process, Golden Option Process and/or RTB Exercise if:

- (a) where you are an individual, you are a citizen of, domiciled in, resident of, or physically present / located in an Excluded Jurisdiction; or
- (b) where you are a body corporate, you are a body corporate: (i) which is incorporated in, or operates out of, an Excluded Jurisdiction, or (ii) which is wholly or partially owned by or under the control of (aa) one or more individuals who is/are citizen(s) of, domiciled in, residents of, or physically present / located in, an Excluded Jurisdiction; (bb) one or more entities which is incorporated in, or operates out of, an Excluded Jurisdiction; and/or (cc) a Designated Person / Entity; or
- (c) you are an individual or body corporate: (i) included in the consolidated list published by the United Nations Security Council of individuals or entities subject to measures imposed by the United Nations Security Council accessible at <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>; or (ii) included in the United Nations Lists (UN Lists) or within the ambit any regulations adopted by any jurisdiction relating to or implementing United Nations Security Council Resolutions ("**Designated Person / Entity**"); or
- (d) you are an individual or body corporate which is otherwise prohibited or ineligible in any way, whether in full or in part, under any laws applicable to such individual or body corporate from participating in any part of the transactions contemplated in these Terms, or
- (e) the Artifact 001 NFT Public Sale, Claim Process, Golden Option Process and/or RTB Exercise is prohibited, restricted, curtailed, hindered, impaired, unauthorised or otherwise adversely affected in any way or in any form or manner whether in full or in part under any applicable law, regulation or rule in your country of residence or domicile or in any jurisdiction applicable to you; or
- (f) if you are unable to make a true and affirmative representation in respect of the matters set out in Paragraphs 10.1(q), 10.1(r) and 10.1(s),

(collectively, the "**Disqualified Persons**").

2.4 Distributor does not intend to offer any Artifact 001 NFT to you or have any dealing with you if you are a Disqualified Person. **Accordingly, if you are a Disqualified Person, you shall not participate in the Artifact 001 NFT Public Sale and shall exit the Artifact 001 NFT Public Sale Platform immediately and you shall refrain from participating in the Claim Process, Golden Option Process and/or RTB Exercise.**

3. ARTIFACT 001 NFT PUBLIC SALE

3.1 The Artifact 001 NFT Public Sale Smart Contracts will be made available on the Artifact 001 NFT Public Sale Platform from such date and time as announced by Distributor (and/or its Affiliates) via the Channels, until such date and time when all Artifact 001 NFTs subject of the Artifact 001 NFT Public Sale are sold, or such other date and time as determined by Distributor ("**Artifact 001 NFT Public Sale Period**").

- 3.2 The Artifact 001 NFT Public Sale Smart Contracts are made available during the Artifact 001 NFT Public Sale Period to facilitate the Artifact 001 NFT Public Sale by Distributor of Artifact 001 NFTs (out of a collection of 3,888 Artifact 001 NFTs, such collection, the “**Artifact 001: The Golden Skateboard Collection**”), at a sale price per Artifact 001 NFT as stated on the Artifact 001 NFT Public Sale Platform (“**Artifact 001 NFT Public Sale Consideration**”) on a first-come-first-serve basis to Artifact 001 NFT Public Sale Participants (subject to any limit on the maximum number of Artifact 001 NFTs which may be acquired per Participating Digital Wallet, if any, as may be imposed by Distributor), where an Artifact 001 NFT Public Sale Participant is considered to be first in time over another Artifact 001 NFT Public Sale Participant if the first-mentioned Artifact 001 NFT Public Sale Participant first effects a Transaction Signing that is recorded on-chain ahead of the second-mentioned Artifact 001 NFT Public Sale Participant.
- 3.3 In order to purchase an Artifact 001 NFT, an Artifact 001 NFT Public Sale Participant:
- (a) must not be deemed ineligible pursuant to the provisions of Paragraph 2;
 - (b) will be required to connect Artifact 001 NFT Public Sale Participant’s Participating Digital Wallet to the Artifact 001 NFT Public Sale Platform;
 - (c) shall sign a transaction (“**Transaction Signing**”) to effect a transfer of Artifact 001 NFT Public Sale Consideration to a wallet address designated by us;
 - (d) shall: **(i)** in the case where such Artifact 001 NFT has yet to be minted at the time of such Transaction Signing, agree to and shall receive such Artifact 001 NFT by way of airdrop or other method of transfer to such Artifact 001 NFT Public Sale Participant’s Participating Digital Wallet as may be determined by the Distributor, within a reasonable period of time after the minting of such Artifact 001 NFT; or **(ii)** in any other case, receive a transfer of such Artifact 001 NFT to Artifact 001 NFT Public Sale Participant’s Participating Digital Wallet at the time of effecting such Transaction Signing; and
 - (e) must pay / provide for all gas / network transaction fees associated with the foregoing action(s) / transaction(s), which Artifact 001 NFT Public Sale Participant acknowledges shall be debited from such Artifact 001 NFT Public Sale Participant’s Participating Digital Wallet.
- 3.4 **Notwithstanding each Artifact 001 NFT being unique and that the graphical representation of each Artifact 001 NFT may generally be unique in attributes, Distributor is entitled to transfer any Artifact 001 NFT in the Artifact 001: The Golden Skateboard collection to Artifact 001 NFT Public Sale Participant and no Artifact 001 NFT Public Sale Participant shall be entitled to make a claim for a specific Artifact 001 NFT from the Artifact 001: The Golden Skateboard Collection. Where you have initiated an Artifact 001 Merchandise Claim pursuant to Paragraph 1.11 above, you agree and acknowledge that each Artifact 001 Merchandise may generally be unique in attributes and you shall not be entitled to make a claim for any specific Artifact 001 Merchandise, and Distributor is entitled to deliver any Artifact 001 Merchandise as it may determine in its sole discretion to you.**
- 3.5 You acknowledge, agree, and confirm that there shall be no refund of the Artifact 001 NFT Public Sale Consideration in respect of any purchase of Artifact 001 NFTs subject of the Artifact 001 NFT Public Sale.

4. ADMINISTRATIVE AND/OR THIRD PARTY CHARGES

- 4.1 The Artifact 001 NFT Public Sale Consideration shall be exclusive of all administrative and/or third-party charges and/or other transaction fees (if any) that may be incurred in connection with Participant’s participation in the Artifact 001 NFT Public Sale.

- 4.2 Any administrative and/or third-party charges and/or other transaction fees (if any) incurred in connection with your acquisition and/or intended acquisition of an Artifact 001 NFT (whether by way of participation in the Artifact 001 NFT Public Sale or Secondary Acquisition) and/or the RTB-NFT (if applicable), Artifact 001 Merchandise Claim (including shipping fees in connection therewith), your participation in the *Phase 2* Artifact 001 NFT Double-Tap Transfer, Merchandise-NFT Link Termination, Claim Process, Golden Option Process and/or RTB Exercise, shall be borne by you.
- 4.3 Any amount(s) of transaction fees (if any) published on the Channels, Participating Digital Wallet interface, Relevant Wallet interface or such other relevant interface is only indicative, and may not be representative or reflective of the actual amount(s) of transaction fees required for effecting a sale and transfer of Artifact 001 NFTs subject of the Artifact 001 NFT Public Sale or Secondary Acquisition, the acquisition or transfer of the RTB-NFT (if applicable), your participation in the *Phase 2* Artifact 001 NFT Double-Tap Transfer, Merchandise-NFT Link Termination, Claim Process, Golden Option Process and/or RTB Exercise.

5. **PARTICIPATION IN ARTIFACT 001 NFT PUBLIC SALE, ARTIFACT 001 MERCHANDISE CLAIM, PHASE 2 ARTIFACT 001 NFT DOUBLE-TAP TRANSFER, CLAIM PROCESS, GOLDEN OPTION PROCESS AND/OR RTB EXERCISE IN BREACH OF TERMS OR VIOLATION OF APPLICABLE LAWS**

In the event that Distributor discovers any attempt by you to:

- (a) purport to participate in the Artifact 001 NFT Public Sale and/or acquire an Artifact 001 NFT subject of the Artifact 001 NFT Public Sale other than in accordance with Paragraph 3, or in breach of these Terms;
- (b) purport to use, access or hold an Artifact 001 NFT other than in accordance with, or in breach of, these Terms;
- (c) purport to effect an Artifact 001 Merchandise Claim or otherwise receive Artifact 001 Merchandise other than in accordance with, or in breach of, these Terms;
- (d) purport to initiate and/or participate in the *Phase 2* Artifact 001 NFT Double-Tap Transfer, Claim Process, Golden Option Process and/or RTB Exercise other than in accordance with, or in breach of, these Terms; and/or
- (e) participate in the Artifact 001 NFT Public Sale, *Phase 2* Artifact 001 NFT Double-Tap Transfer, Merchandise-NFT Link Termination, Claim Process, Golden Option Process and/or RTB Exercise in breach of applicable laws,

you shall be in material breach of these Terms and you acknowledge and agree that such use, access or holding of an Artifact 001 NFT, participation in the Artifact 001 NFT Public Sale, Artifact 001 Merchandise Claim, *Phase 2* Artifact 001 NFT Double-Tap Transfer, Merchandise-NFT Link Termination, participation in the Claim Process, Golden Option Process and/or RTB Exercise (as the case may be) shall be regarded as invalid and/or void *ab initio* and:

- (i) Distributor shall have no obligation to deliver, and you shall have no right to receive, any Artifact 001 NFT, Artifact 001 Merchandise or (if applicable) RTB-NFT;
- (ii) you shall, at Distributor's request, return all Artifact 001 NFT(s), Artifact 001 Merchandise, Offer Proceeds, Offeror Contribution, Offered NFTs, RTB-NFT, Skateboard and/or Skateboard-Associated NFTs received/acquired by you, without any entitlement on your part to receive, or obligation on the part of Distributor to provide, any refund for any part of any consideration paid in connection with your purported participation in the Artifact 001 NFT Public Sale, *Phase 2* Artifact 001 NFT Double-Tap Transfer, Merchandise-NFT Link Termination, Claim Process, Golden Option Process and/or RTB Exercise; and
- (iii) you shall be deemed to have waived all rights, claims and/or causes of action (present

or future) under law (including any tortious claims) or contract against the Indemnified Persons (including Distributor) in connection with or arising from such attempted participation in the Artifact 001 NFT Public Sale, Artifact 001 Merchandise Claim, *Phase 2* Artifact 001 NFT Double-Tap Transfer, Merchandise-NFT Link Termination, Claim Process, Golden Option Process and/or RTB Exercise and shall further hold harmless the Indemnified Persons (including Distributor) from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such attempted participation in the Artifact 001 NFT Public Sale, Artifact 001 Merchandise Claim, *Phase 2* Artifact 001 NFT Double-Tap Transfer, Merchandise-NFT Link Termination, Claim Process, Golden Option Process and/or RTB Exercise.

IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT YOUR PARTICIPATION IN THE ARTIFACT 001 NFT PUBLIC SALE, ARTIFACT 001 MERCHANDISE CLAIM, *PHASE 2* ARTIFACT 001 NFT DOUBLE-TAP TRANSFER, MERCHANDISE-NFT LINK TERMINATION, CLAIM PROCESS, GOLDEN OPTION PROCESS AND/OR RTB EXERCISE IS NOT IN VIOLATION OF ANY APPLICABLE LAWS, REGULATIONS OR RULES.

6. RESPONSIBILITY TO ESTABLISH AND MAINTAIN ACCESS TO PARTICIPATING DIGITAL WALLET AND RELEVANT WALLET

6.1 For purposes of your participation in the Artifact 001 NFT Public Sale or Secondary Acquisition (including for any receipt of Artifact 001 NFTs subject of such Artifact 001 NFT Public Sale or Secondary Acquisition), *Phase 2* Artifact 001 NFT Double-Tap Transfer, Merchandise-NFT Link Termination, Claim Process, Golden Option Process and/or RTB Exercise, you shall have the sole responsibility to establish and maintain, in fully operational, secure and valid status, access to your Participating Digital Wallet and/or Relevant Wallet (as applicable) and maintain, in your fully secure possession, the credentials (including private keys) for accessing such Participating Digital Wallet and/or Relevant Wallet (as applicable).

6.2 In the event of any hack, exploit, theft or permanent loss of access to your Participating Digital Wallet and/or Relevant Wallet (as applicable) resulting in a loss of digital assets (including Artifact 001 NFT Public Sale Consideration in the case of the Artifact 001 NFT Public Sale, Acquired NFTs, Offer Proceeds or Offeror Contribution or Offered NFTs in the case of the Golden Option Process, the Claim Process, and Artifact 001 NFTs and RTB-NFT in the case of RTB Exercise) from your Participating Digital Wallet and/or Relevant Wallet (as applicable), you acknowledge and confirm that you shall have no right(s), claim(s) or causes of action in any way whatsoever against Distributor and/or any of the other Indemnified Persons.

6.3 In the event that you are unable or otherwise fail to receive any Acquired NFTs for which you have effected settlement of the Artifact 001 NFT Public Sale Consideration, or any Acquired NFTs from third parties pursuant to Secondary Acquisition, or Artifact 001 Merchandise, Offer Proceeds or Offeror Contribution or Offered NFTs in the case of the Golden Option Process, the Claim Process, and Artifact 001 NFTs and RTB-NFT in the case of RTB Exercise, or due to malfunction of the underlying protocol(s) or any interface which you use to access the digital assets in your Participating Digital Wallet and/or Relevant Wallet (as applicable), you shall have no right(s), claim(s) or causes of action in any way whatsoever against Distributor and/or any of the other Indemnified Persons whether for any Acquired NFT, Artifact 001 Merchandise and/or any Artifact 001 NFT Public Sale Consideration (in the case of Artifact 001 NFT Public Sale).

7. OWNERSHIP AND USAGE OF ACQUIRED NFT

7.1 **YOU ACKNOWLEDGE AND AGREE THAT YOUR OWNERSHIP AND USAGE OF YOUR ACQUIRED NFTS SHALL BE SUBJECT TO THE RIGHTS AND RESTRICTIONS ATTACHING THERETO AS SET OUT HEREIN, INCLUDING THAT YOUR ACQUIRED NFTS SHALL, IN CERTAIN CIRCUMSTANCES PRESCRIBED HEREIN, BE SUBJECT TO RESTRICTIONS ON TRANSFERS, AS WELL AS THE RISK THAT THE FRACTIONALISED RIGHT ATTRIBUTED TO YOUR ACQUIRED NFTS MAY BE EXTINGUISHED IN ACCORDANCE WITH THESE TERMS. NOTWITHSTANDING ANY PROVISION OF THIS**

PARAGRAPH 7, YOU AGREE THAT DISTRIBUTOR SHALL HAVE THE RIGHT TO MODIFY ANY OF THE PROCESSES SET OUT HEREIN WHICH MAY AFFECT THE USE AND/OR ACCESS OF, RIGHTS AND RESTRICTIONS ATTACHING TO ACQUIRED NFTS (INCLUDING BUT NOT LIMITED TO THE PROCESSES CONTEMPLATED IN CONNECTION WITH ANY ARTIFACT 001 MERCHANDISE CLAIM, PHASE 2 ARTIFACT 001 NFT DOUBLE-TAP TRANSFER, MERCHANDISE-NFT LINK TERMINATION, ACQUISITION OF THE RTB-NFT, THE CLAIM PROCESS, GOLDEN OPTION PROCESS AND/OR THE RTB EXERCISE (EACH AS DEFINED HEREIN)), AND ANY SUCH CHANGES SHALL, AS SOON AS REASONABLY PRACTICABLE, BE REFLECTED IN AMENDMENTS TO THESE TERMS (IN ACCORDANCE WITH PARAGRAPH 1.4). YOU AGREE TO BE BOUND BY SUCH MODIFIED PROCESSES AND AMENDED TERMS, IF ANY.

- 7.2 Save as otherwise provided under these Terms, the rights and restrictions attaching to Acquired NFTs which you Own shall be subject to such provisions applicable to Co-Museum NFTs as set out in the Co-Museum TOS.
- 7.2A Phase 1 Artifact 001 NFTs: In the event the Artifact 001 Merchandise in respect of your Acquired NFT has not been subject of Artifact 001 Merchandise Claim, such Acquired NFT shall be deemed to be in “*Phase 1*”, whereby such Acquired NFT shall be freely transferable by you, subject to these Terms (including Paragraph 1.10).
- 7.2B Phase 2 Artifact 001 NFTs: Where the Artifact 001 Merchandise in respect of your Acquired NFT has been subject of Artifact 001 Merchandise Claim, such Acquired NFT shall be deemed to be in “*Phase 2*” **UNLESS** Paragraph 7.2D below applies. **For so long as an Artifact 001 NFT is in “Phase 2”, such Artifact 001 NFT shall not be transferable to any other digital wallet, except in the manner described at Paragraph 7.2(C)(b) below.**
- 7.2C Each Artifact 001 Merchandise is embedded with an NFC chip. A person (in this Paragraph 7.2C, “**Relevant User**”) who is in physical proximity to the Artifact 001 Merchandise in respect of a Phase 2 Artifact 001 NFT can use an NFC-Reading Device to tap on the NFC chip on such Artifact 001 Merchandise to:
- (a) view such Phase 2 Artifact 001 NFT; and/or
 - (b) where such Phase 2 Artifact 001 NFT is not held in Relevant User’s wallet, Relevant User can initiate a transfer of such Phase 2 Artifact 001 NFT to Relevant User’s designated wallet (“**Phase 2 Artifact 001 NFT Double-Tap Transfer**”).
- 7.2D Phase 3 Artifact 001 NFTs: If you Own a Phase 2 Artifact 001 NFT and wish to transfer such Phase 2 Artifact 001 NFT to any other digital wallet (subject to these Terms, including Paragraph 1.10) in such manner other than by way of the *Phase 2* Artifact 001 NFT Double-Tap Transfer as described in Paragraph 7.2C(b) above, you can effect a Transaction Signing using your Relevant Wallet to terminate the Merchandise-NFT Link between such Phase 2 Artifact 001 NFT and the Artifact 001 Merchandise in respect of such Phase 2 Artifact 001 NFT (“**Merchandise-NFT Link Termination**”), whereupon such Artifact 001 NFT will be deemed to be in “*Phase 3*” and the restrictions on transfers of “*Phase 2*” Artifact 001 NFTs as described in Paragraphs 7.2B and 7.2C above shall cease to apply to such Phase 2 Artifact 001 NFT.
- 8. RIGHT TO BUY AND REDEMPTION OF SKATEBOARD AND SKATEBOARD-ASSOCIATED NFTS**
- 8.1 Fractionalised Right: Each Artifact 001 NFT held by a Co-Collector shall accord such Co-Collector the following rights (all of such rights collectively referred to as “**Fractionalised Right**”):
- (a) a right to acquire the RTB-NFT from Distributor (or an Affiliate designated by

Distributor) conditional on and subject to the Claim Conditions being fulfilled (such right being the Claim Option referred to in Paragraph 8.2); and

- (b) a right to acquire the RTB-NFT from Distributor (or an Affiliate designated by Distributor) conditional on and subject to the Golden Option Conditions being fulfilled (such right being the Golden Option referred to in Paragraph 8.3).

Notwithstanding that each Artifact 001 NFT, and the graphical representation of each Artifact 001 NFT, may be unique in attributes, the Fractionalised Right attaching to an Artifact 001 NFT shall be the same as that attaching to any other Artifact 001 NFT.

8.2 **Claim Option:** Subject to fulfilment of all Claim Conditions, a Co-Collector (“**Claimant**”) who holds an Artifact 001 NFT at a wallet address (“**Claimant Address**”) shall have the right to acquire the RTB-NFT from Distributor (or an Affiliate designated by Distributor) (such right referred to as “**Claim Option**”), and in connection therewith, to receive the RTB-NFT by way of transfer by Distributor (or an Affiliate designated by Distributor) to the Claimant Address within thirty (30) days (“**Claim Period**”) (subject to any change to the Claim Period effected pursuant to Paragraph 8.9) of fulfilment of **all** of the following conditions (such conditions referred to as “**Claim Conditions**” and the steps taken to fulfil Claim Condition(s) referred to as “**Claim Process**”):

- (a) Claimant initiating and completing such screening checks as Distributor may stipulate, including anti-money laundering (AML) and countering financing of terrorism (CFT) screening checks;
- (b) the results of such screening checks being to the satisfaction of Distributor;
- (c) Claimant acquiring and holding Artifact 001 NFTs representing the rest of the Total Artifact 001 NFT Supply at Claimant Address, such that Claimant holds Artifact 001 NFTs constituting the entire Total Artifact 001 NFT Supply at Claimant Address;
- (d) Claimant notifying Distributor in writing of Claimant’s holding Artifact 001 NFTs constituting the entire Total Artifact 001 NFT Supply at Claimant Address;
- (e) there being no other Co-Collector who has fulfilled the Golden Option Conditions as at the time of such notification referred to at sub-paragraph (d) above; and
- (f) **subject to and after fulfilment of the preceding Claim Conditions**, Claimant depositing 100 USDT/USDC (or such other digital asset as may be stipulated by Distributor) from Claimant Address to Distributor’s designated wallet address as shall be notified to Claimant by Distributor.

8.3 **Golden Option:** Subject to fulfilment of all Golden Option Conditions, a Co-Collector (“**Offeror**”) who holds Artifact 001 NFTs at a wallet address (“**Offeror Address**”) shall have the right to acquire the RTB-NFT from Distributor (or an Affiliate designated by Distributor) (such right referred to as “**Golden Option**”), and in connection therewith, to receive the RTB-NFT by way of transfer by Distributor (or an Affiliate designated by Distributor) to the Claimant Address within thirty (30) days (“**Golden Option Period**”) (subject to any change to the Golden Option Period effected pursuant to Paragraph 8.9) of fulfilment of **all** of the following conditions (such conditions referred to as “**Golden Option Conditions**” and the steps taken to fulfil Golden Option Condition(s) referred to as “**Golden Option Process**”):

- (a) Offeror initiating and completing such screening checks as Distributor may stipulate, including anti-money laundering (AML) and countering financing of terrorism (CFT) screening checks;

- (b) the results of such screening checks being to the satisfaction of Distributor;
- (c) Offeror acquiring and holding additional Artifact 001 NFTs at Offeror Address which when aggregated with such Artifact 001 NFT(s) already held by Offeror at Offeror Address, represents **at least** twenty five per cent (25%) of the Total Artifact 001 NFT Supply (such minimum percentage holding being the “**Golden Option Threshold**” and which is adjustable from time to time in accordance with Paragraph 8.9);
- (d) Offeror notifying Distributor in writing of Offeror’s holding of Artifact 001 NFTs (such Artifact 001 NFTs held by Offeror referred to as “**Golden Option Qualifying NFT Holding**”) sufficient to fulfil the Golden Option Threshold at Offeror Address;
- (e) Offeror transferring from Offeror Address to a Distributor-designated smart contract address (“**Offeror Contribution Holding Address**”), such amount of digital assets (“**Offeror Contribution**”) as determined by Offeror and denominated in ETH (or such other digital asset as may be permitted by Distributor), which Offeror Contribution is to be distributed subject to and in accordance with Paragraph 8.4;
- (f) **subject to and after fulfilment of the preceding Golden Option Conditions**, Offeror transferring from Offeror Address to a Distributor-designated smart contract address (“**Offered NFTs Holding Address**”), all Artifact 001 NFTs (“**Offered NFTs**”) subject of Offeror’s entire Golden Option Qualifying NFT Holding, such transfer being deemed an offer (“**Offer**”) by Offer for sale of all (and not part of) the Offered NFTs at a sale price (“**Offer Price**”) equivalent to:

$$\frac{\text{Offeror Contribution}}{\text{Total Artifact 001 NFT Supply} - \text{Offered NFTs}} \times \text{Offered NFTs}$$

which shall remain open for a period of sixty (60) days (“**Offer Period**”) (subject to any change to the Offer Period effected pursuant to Paragraph 8.9) to prospective acquiror(s) (whether such acquiror(s) are Co-Collector(s) or otherwise) (“**Acquiror(s)**”), which Offer is further subject to Paragraph 8.4;

- (g) there being no other Co-Collector who has made an Offer prior to the notification referred to at sub-paragraph (d) above; and
- (h) there being no acceptance of the Offer by Acquiror(s) within the Offer Period.

8.4 **Additional Terms relating to Offer & Offeror Contribution**

- (a) An Offer may not be withdrawn by Offeror prior to the expiry of the Offer Period.
- (b) An Offer by Offeror of sale of Offered NFTs may be accepted in whole (and not in part) during the Offer Period by Acquiror(s) transferring to a Distributor-designated smart contract address (“**Offer Proceeds Holding Address**”), an amount of digital assets denominated in the same digital asset-type as, and equivalent to, the Offer Price (such amount referred to as “**Offer Proceeds**”), PROVIDED THAT each of such transfer of such digital assets by an Acquiror shall be either:
 - (i) a minimum amount of such digital assets equivalent to Offer Price divided by Offered NFTs; or
 - (ii) multiples of such minimum amount.
- (c) **Acceptance of Offer**: If an Offer is **accepted** by Acquiror(s) in accordance with Paragraph 8.4(b) during the Offer Period, then subsequent to such acceptance:

- (i) Distribution of Offer Contribution: Offeror can withdraw and transfer Offeror Contribution from Offeror Contribution Holding Address to Offeror Address;
- (ii) Distribution of Offer Proceeds: Offeror can claim and transfer Offer Proceeds from Offer Proceeds Holding Address to Offeror Address; and
- (iii) Distribution of Offered NFTs: to the extent that the Offer had been accepted by:
 - (1) one (1) Acquiror, such Acquiror can claim and transfer all Offered NFTs from the Offered NFTs Holding Address; or
 - (2) in the case that the Offer had been accepted, and Offer Proceeds had been contributed, by more than one (1) Acquiror, each such Acquiror can claim and transfer from the Offered NFTs Holding Address an amount of Offered NFTs equivalent to:
 - (aa) Offered NFTs; **multiplied by**
 - (bb) the part of Offer Proceeds contributed by such Acquiror initiating such claim **divided by** Offer Proceeds contributed by all Acquirors.
- (d) **Non-Acceptance of Offer**: If an Offer is **not accepted** by Acquiror(s) in accordance with Paragraph 8.4(b) during the Offer Period, then subsequent to the expiry of the Offer Period:
 - (i) Distribution of Offeror Contribution: a holder of Artifact 001 NFT(s) (that is not holding Offered NFTs) shall, within 180 days after the expiry of the Offer Period (or during such other time period as Offeror Contribution Holding Address may be made available by Distributor), be able to claim and transfer from Offeror Contribution Holding Address in respect of each such Artifact 001 NFT held and transferred by such holder to a Distributor-designated address, such proportion of the Offeror Contribution that is equivalent to:

$$\frac{\text{Offeror Contribution}}{\text{Total Artifact 001 NFT Supply} - \text{Offered NFTs}}$$
 - (ii) Distribution of Offer Proceeds: each of the Acquiror(s) (if any) who had contributed to Offer Proceeds shall be able to withdraw and transfer such contribution from the Offer Proceeds Holding Address.

8.5 **Restrictions on Initiation of Golden Option Process & Making of Offers**

- (a) In the event an Offer is made by an Offeror following initiation of the Golden Option Process by such Offeror, no Co-Collector shall make another Offer or initiate the Golden Option Process until after the expiry of the Offer Period applicable to the first-mentioned Offer.
- (b) In the event that an Offer made by an Offeror following initiation of the Golden Option Process by such Offeror is accepted by Acquiror(s) and all Offered NFTs subject of such Offer are acquired by Acquiror(s), no other Co-Collector shall make another Offer or initiate the Golden Option Process until after the expiry of the Cooling Period (as defined below).

For purposes hereof, “**Cooling Period**” means a period of thirty (30) days after the expiry of an Offer Period (subject to any change to the Cooling Period in accordance with Paragraph 8.9).

8.6 **Announcement of Offer:** In the event an Offer is made by an Offeror following initiation of the Golden Option Process by such Offeror, Distributor shall, as soon as reasonably practicable, publish, or procure to be published, an announcement via one or more of the Channels, that the Golden Option Process has been initiated and that such Offer has been made.

8.7 **Exercise of RTB associated with RTB-NFT:**

(a) In the event a Co-Collector acquires the RTB-NFT pursuant to Paragraph 8.2 or Paragraph 8.3, such Co-Collector may, subject to Paragraph 8.8, exercise the RTB associated with the RTB-NFT (“**RTB Exercise**”) by transferring the amount of 100 USDT/USDC (or denominated in such other digital asset as may be agreed by Distributor) to a Distributor-designated address, no later than fourteen (14) days from the date of receipt of the RTB-NFT (the date of such payment constituting RTB Exercise, “**RTB Exercise Date**”).

(b) Upon such RTB Exercise by such Co-Collector, Distributor shall, no later than thirty (30) days after the RTB Exercise Date (or such other date as may be agreed between such Co-Collector and Distributor), transfer and/or procure to be transferred to such Co-Collector:

(i) full control, custody and possession of the Skateboard to such Co-Collector at such location at which the Skateboard is held at that time (or such other location as Distributor and such Co-Collector may agree), PROVIDED THAT if the Skateboard is held in the custody of a storage facility service provider (“**Storage Provider**”) for and on behalf of Distributor (or an Affiliate designated by Distributor) immediately prior to such transfer, and such Co-Collector is agreeable for the Skateboard, upon transfer, to be held in the custody of the same Storage Provider for and on behalf of such Co-Collector, Distributor agrees to execute all documents as may be required by Storage Provider and pay all such storage fees and other miscellaneous charges as may be payable to Storage Provider, for purposes of such transfer of the Skateboard into the name of such Co-Collector; and

(ii) the Skateboard-Associated NFTs, to digital wallet address(es) designated by such Co-Collector, subject to such Co-Collector’s fulfilment of any AML/CFT and/or screening checks as Distributor may require for verification purposes, to Distributor’s satisfaction, to facilitate compliance by Distributor (and/or its Affiliate(s)) with AML/CFT and/or other applicable laws.

8.8 **Non-exercise of RTB:** In the event a Co-Collector has acquired the RTB-NFT but does not effect RTB Exercise within fourteen (14) days after the date of receipt of the RTB-NFT, Distributor may, in its sole and absolute discretion, revoke all such rights attaching to the RTB-NFT in relation to RTB Exercise and/or such Co-Collector’s right to receive the Skateboard and/or Skateboard-Associated NFTs.

8.9 **Modifications to Claim Process / Golden Option Process:** Provided that no Offer Period (pursuant to the foregoing provisions of this Paragraph 8) remains open and valid for acceptance, Distributor may, in its sole and absolute discretion, and with the view to optimising the Claim Process or the Golden Option Process in the interest of the Project community, including but not limited to modifications of the Claim Process, the Claim Period, the Golden Option Process, the Golden Option Period, the Golden Option Threshold, the Offer Period and/or the Cooling Period. In making any such modification, Distributor may, at its election (but

shall not be required to), gather feedback from the Project community. Any such modification shall be notified by Distributor by way of publication via one or more of the Channels, and such modified Claim Process, Claim Period, Golden Option Process, Golden Option Period, Golden Option Threshold, Offer Period and/or Cooling Period (as the case may be) shall apply with effect from the time of such notification.

- 8.10 **Limitations:** Notwithstanding any provision in the Co-Museum TOS or any provision in these Terms, a Co-Collector does not have any rights, interest and/or benefits accruing to the Skateboard or Skateboard-Associated NFTs (unless and until such Co-Collector has acquired the Skateboard and Skateboard-Associated NFTs in accordance with these Terms). For purposes hereof, the date on which a Co-Collector acquires the Skateboard and Skateboard-Associated NFTs shall be the date of completion of the transfer of the Skateboard and Skateboard-Associated NFTs to such Co-Collector in accordance with Paragraph 8.7(b) above.
- 8.11 **Restrictions:** For the avoidance of doubt, if you are a Disqualified Person, you are not eligible to initiate the Claim Process or initiate/participate in the Golden Option Process (whether as an Offeror or Acquiror) and/or RTB Exercise, and you are not eligible to acquire or receive any Artifact 001 NFT, Artifact 001 Merchandise, Offer Proceeds, Offeror Contribution, RTB-NFT, Skateboard and/or Skateboard-Associated NFTs.
- 8.12 **Others:** Apart from the Claim Process and Golden Option Process as described in the foregoing of this Paragraph 8, Distributor may at its discretion introduce such other process(es) by which a Co-Collector may acquire the RTB-NFT (subject to a vote in favour of such process(es) by the members of any then-existing council constituted with the right to vote on such matters). Any such changes shall, as soon as reasonably practicable, be reflected in amendments to these Terms (in accordance with paragraph 1.4). You agree to be bound by such modified processes and amended Terms, if any.

9. DISTRIBUTOR CESSATION

- 9.1 Provided that the RTB-NFT has not been acquired by any Co-Collector, in the event that Distributor decides to cease operations ("**Cessation Event**") for any reason including but not limited to lack of funding to continue operations and/or regulatory restrictions, Distributor shall issue a notification of such Cessation Event ("**Cessation Notification**") via one or more of the Channels at least twenty one (21) days prior to the occurrence of such Cessation Event.
- 9.2 Where Distributor has issued such Cessation Notification, Co-Collectors may attempt to acquire the RTB-NFT in accordance with the provisions of Paragraph 8, at any time within thirty (30) days after the date of the Cessation Notification.
- (a) In the event the RTB-NFT is not acquired within the above-stipulated time period, the RTB-NFT shall be sold by way of auction ("**Auction**"), on such terms and conditions accepted by Distributor.
 - (b) In the event of such Auction, Distributor shall distribute an aggregate of 95% of the proceeds from such Auction (if any) ("**Co-Collector Allocated Auction Proceeds**") to the Co-Collectors.
 - (c) Co-Collectors can burn their Artifact 001 NFTs by depositing such Artifact 001 NFTs in a Distributor-designated smart contract address, in order to claim their respective portion of the Co-Collector Allocated Auction Proceeds, which shall be allocated to each of the Co-Collectors on a *pro rata* basis, based on the number of Artifact 001 NFTs held by each Co-Collector as at the time of such sale of the RTB-NFT by Auction.
 - (d) No Auction shall be initiated by Distributor if an Offer has been made.

10. REPRESENTATIONS AND WARRANTIES

10.1 By accepting these Terms, you represent and warrant to Distributor as follows:

- (a) you acknowledge and agree that the Artifact 001 NFTs and RTB-NFT are not intended to constitute securities of any form, units in a business trust, units in a collective investment scheme, capital markets product, or any other form of regulated investment or investment product in any jurisdiction;
- (b) you are not a citizen or resident of a country the laws of which prohibit or conflict with the Artifact 001 NFT Public Sale, your participation in the Artifact 001 NFT Public Sale and/or your acquisition of Artifact 001 NFTs whether by way of the Artifact 001 NFT Public Sale or Secondary Acquisition, your initiation of *Phase 2* Artifact 001 NFT Double-Tap Transfer and/or Merchandise-NFT Link Termination, your acquisition of Artifact 001 Merchandise (if any) and/or your participation in the Claim Process, Golden Option Process, acquisition of Offeror Proceeds, Offeror Contribution, Offered NFTs and/or RTB-NFT and/or RTB Exercise (if applicable);
- (c) you acknowledge and agree that these Terms do not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities of any form, units in a business trust, units in a collective investment scheme, capital markets product, or any other form of regulated investment or investment product in any jurisdiction or a solicitation for any form of investment in any jurisdiction;
- (d) you acknowledge and agree that none of the Artifact 001 NFTs or RTB-NFT (where you have acquired the RTB-NFT) is to be construed, interpreted, classified or treated as enabling, or according any opportunity to you to participate in or receive profits, income, or other payments or returns arising from or in connection with Distributor, Project Group, Project, the Artifact 001 NFTs, Artifact 001 Merchandise, the RTB-NFT, Artifact 001 NFT Public Sale, Secondary Acquisition, Claim Process, Golden Option Process and/or RTB Exercise;
- (e) you acknowledge and agree that no regulatory authority has examined or approved of these Terms, no such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction, and the provision of these Terms to you does not imply that the applicable laws, regulatory requirements or rules have been complied with;
- (f) the provision of these Terms, any part thereof or any copy thereof, or acceptance of the same by you, is not prohibited or restricted by the applicable laws, regulations or rules in your jurisdiction, and where any restrictions in relation to possession are applicable, you have observed and complied with all such restrictions at your own expense and without liability to Distributor;
- (g) you have read and understood all of these Terms including the Annexes hereto;
- (h) you are not a Disqualified Person;
- (i) you have full power and capacity to accept these Terms and perform all your obligations hereunder and in the case where you are accepting these Terms on behalf of a corporation:
 - (i) such corporation is duly incorporated and validly existing under the applicable laws; and
 - (ii) you are duly authorised to accept these Terms and procure the performance of obligations hereunder;
- (j) if you are a natural person, you are of sufficient age and capacity under the applicable laws of the jurisdiction in which you reside and the jurisdiction of which you are a citizen

to accept these Terms and perform all your obligations hereunder;

- (k) you acknowledge and agree that the Artifact 001 NFTs and/or RTB-NFT are not to be construed, interpreted, classified or treated as:
 - (i) debentures, stocks or shares issued by Distributor;
 - (ii) rights, options or derivatives in respect of such debentures, stocks or shares;
 - (iii) rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;
 - (iv) units in a collective investment scheme;
 - (v) units in a business trust;
 - (vi) derivatives of units in a business trust; or
 - (vii) any other security, class of securities or form of investment (whether regulated or otherwise);
- (l) you have a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanisms, and other material characteristics of cryptocurrencies, cryptographic utility tokens, NFTs, blockchain assets, and tokens including the Artifact 001 NFTs, RTB-NFT, blockchain-based software systems, cryptocurrency / cryptographic utility tokens, wallets or other related token storage mechanisms, blockchain technology and smart contract technology;
- (m) you are fully aware of, understand and agree to assume all the risks (including direct, indirect or ancillary risks) associated with your access/use of the Website, Artifact 001 NFT Public Sale Platform and/or Artifact 001 NFT Public Sale Smart Contracts to participate in the Artifact 001 NFT Public Sale, effect settlement of the Artifact 001 NFT Public Sale Consideration payable by you in respect of your Artifact 001 NFT purchase and/or acquiring of Artifact 001 NFTs (whether through the Artifact 001 NFT Public Sale or Secondary Acquisition) and/or RTB-NFT (if applicable), your initiation of *Phase 2* Artifact 001 NFT Double-Tap Transfer and/or Merchandise-NFT Link Termination, your participation in the Claim Process, Golden Option Process and/or RTB Exercise (if applicable), and/or the use of your digital wallets (including your Participating Digital Wallet and/or Relevant Wallet) in connection therewith;
- (n) these Terms constitute legal, valid, and binding obligations on you, enforceable in accordance with its terms and neither the purchase of, nor receipt, nor holding of Artifact 001 NFTs and/or RTB-NFT (if applicable), nor initiation of *Phase 2* Artifact 001 NFT Double-Tap Transfer and/or Merchandise-NFT Link Termination, nor participation in the Claim Process, Golden Option Process and/or RTB Exercise (if applicable) is in breach or contravention of any applicable law, regulation or rule in your jurisdiction;
- (o) no consent, approval, order or authorisation of, or registration, qualification, designation, declaration or filing with, any regulatory authority in any jurisdiction (the “**Approvals**”) is required on your part in connection with your participation in the Artifact 001 NFT Public Sale and/or your acquisition of Artifact 001 NFTs (whether through the Artifact 001 NFT Public Sale or Secondary Acquisition) and/or RTB-NFT (if applicable), your initiation of *Phase 2* Artifact 001 NFT Double-Tap Transfer and/or Merchandise-NFT Link Termination, and/or your participation in the Claim Process, Golden Option Process and/or RTB Exercise (if applicable), or where any Approvals are required, such Approvals have been obtained and remain valid and in full force and effect;
- (p) the Artifact 001 NFT Public Sale Consideration that you will use to purchase Artifact 001 NFT(s) under the Artifact 001 NFT Public Sale and/or any consideration paid by you in connection with your participation in the Claim Process, Golden Option Process

and/or RTB Exercise (if any) is not directly or indirectly derived from any activities prohibited under anti-money laundering and/or terrorism financing laws or regulations or any other acts in breach or contravention of any applicable law, regulation or rule;

- (q) none of you or (and in the case where you are accepting these Terms on behalf of a corporation) any of your related corporations (if any), any of your directors or officers nor, any of your employees, agents or any other person acting on behalf of your or any of your related corporations is an individual or entity that is, or is owned or controlled by an individual or entity that:
- (i) is listed by the Monetary Authority of Singapore as designated individuals or entities defined in the respective regulations promulgated under the Monetary Authority of Singapore Act 1970 of Singapore, the United Nations Act 2001 of Singapore, the Variable Capital Companies Act 2018 of Singapore, or the Terrorism (Suppression of Financing) Act 2002 of Singapore or such other law, regulation or rule as may be prescribed by the MAS from time to time;
 - (ii) is currently the subject of any sanction administered by the OFAC or any other United States government authority, is not designated as a “Specially Designated National” or “Blocked Person” by OFAC or subject to any similar sanctions or measures imposed or administered by the United Nations Security Council, the European Union, HM Treasury of the United Kingdom or similar sanctions administered or imposed by the government of any other country (collectively, the “**Sanctions**”);
 - (iii) is located, organized or resident in a country or territory that is the subject of such Sanctions (including, without limitation, the Central African Republic, the Democratic People’s Republic of Korea, the Democratic Republic of Congo, Iran, Libya, Mali, Somalia, South Sudan, Sudan and Yemen) (“**Sanctioned Countries**”); or
 - (iv) has engaged in and is not now engaged in any dealings or transactions with any government, person, entity or project targeted by, or located in any country or territory, that at the time of the dealing or transaction is or was the subject of any Sanctions;
- (r) none of: (i) you; (ii) any person controlling or controlled by you; (iii) if you are a privately-held entity, any person having a beneficial interest in you; or (iv) any person for whom you are acting as agent or nominee in connection with your participation in the Artifact 001 NFT Public Sale and/or acquisition of Artifact 001 NFT(s) and/or Artifact 001 Merchandise, *Phase 2* Artifact 001 NFT Double-Tap Transfer, Merchandise-NFT Link Termination, Claim Process, Golden Option Process and/or RTB Exercise is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure, as such terms are defined below;
- (s) where you are participating in the Artifact 001 NFT Public Sale, you have sufficient Artifact 001 NFT Public Sale Consideration to participate in the Artifact 001 NFT Public Sale;
- (t) your Acquired NFT(s) will not be used for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;
- (u) you are acquiring your Acquired NFT(s) as principal and for your own benefit and you are not acting on the instructions of, or as nominee or agent for or on behalf of, any other person;
- (v) you bear the sole responsibility to determine what tax implications your participation in the Artifact 001 NFT Public Sale and/or your receipt of your Acquired NFT(s), Artifact 001 Merchandise (if any) and/or RTB-NFT (if applicable) may have for you and agree

not to hold Distributor or any other person involved in the Artifact 001 NFT Public Sale and/or creation and distribution of the Artifact 001 NFT(s), Artifact 001 Merchandise and/or RTB-NFT liable for any tax liability associated with or arising therefrom;

- (w) you agree and acknowledge that Distributor is not liable for any direct, indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any acceptance of or reliance on these Terms or any part thereof by you;
- (x) you waive the right to participate in a class action lawsuit or a class wide arbitration against Distributor and/or any person involved in the Artifact 001 NFT Public Sale and/or with the creation and distribution of the Artifact 001 NFT(s), Artifact 001 Merchandise and/or RTB-NFT; and
- (y) all of the above representations and warranties are, and will continue to be, true, complete, accurate and non-misleading from the time of your acceptance of these Terms notwithstanding the receipt by you of any Acquired NFT(s), Artifact 001 Merchandise (if any) and/or RTB-NFT (if applicable).

10.2 Distributor does not make, and hereby disclaims, any representation or warranty in any form whatsoever, including any representation or warranty in relation to:

- (a) the information set out on the Channels or any other place;
- (b) Distributor and the Project Group;
- (c) the Project;
- (d) the Artifact 001 NFT Public Sale;
- (e) the Artifact 001 NFTs;
- (f) the Artifact 001 Merchandise;
- (g) the RTB-NFT;
- (h) the Skateboard and Skateboard-Associated NFTs; and
- (i) any digital wallet (including, but not limited to, Participating Digital Wallet and Relevant Wallet).

11. **DISCLAIMERS**

Artifact 001 NFT Public Sale Platform, Artifact 001 NFT Public Sale Smart Contracts and Other Smart Contracts

11.1 **IN ACCESSING AND/OR USING THE ARTIFACT 001 NFT PUBLIC SALE PLATFORM, THE ARTIFACT 001 NFT PUBLIC SALE SMART CONTRACTS AND/OR ANY OTHER SMART CONTRACTS CONTEMPLATED HEREIN, YOU ACKNOWLEDGE AND AGREE THAT:**

- (a) **THE ARTIFACT 001 NFT PUBLIC SALE PLATFORM, ARTIFACT 001 NFT PUBLIC SALE SMART CONTRACTS AND SUCH OTHER SMART CONTRACTS ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND DISTRIBUTOR AND ITS AFFILIATES (SAVE TO THE EXTENT PROHIBITED BY APPLICABLE LAWS) EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF ANY KIND IN RESPECT THEREOF, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR**

NON-INFRINGEMENT.

- (b) **DISTRIBUTOR AND/OR ITS AFFILIATES HAVE NOT MADE AND MAKE NO REPRESENTATION, WARRANTY AND/OR CONDITION OF ANY KIND THAT THE ARTIFACT 001 NFT PUBLIC SALE PLATFORM, ARTIFACT 001 NFT PUBLIC SALE SMART CONTRACTS AND/OR SUCH OTHER SMART CONTRACTS WILL MEET YOUR REQUIREMENTS, OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.**
- (c) **YOU SHALL HAVE NO CLAIM AGAINST DISTRIBUTOR AND/OR ITS AFFILIATES IN RESPECT OF ANY LOSS SUFFERED BY YOU IN RELATION TO OR ARISING FROM YOUR ACCESS AND/OR USE OF THE ARTIFACT 001 NFT PUBLIC SALE PLATFORM, ARTIFACT 001 NFT PUBLIC SALE SMART CONTRACTS AND/OR SUCH OTHER SMART CONTRACTS.**

Participating Digital Wallet and Relevant Wallet

11.2 **IN ACCESSING AND/OR USING A PARTICIPATING DIGITAL WALLET TO PARTICIPATE IN THE ARTIFACT 001 NFT PUBLIC SALE AND/OR A RELEVANT WALLET TO RECEIVE AND/OR HOLD ACQUIRED ARTIFACT 001 NFTs, YOU ACKNOWLEDGE AND AGREE THAT:**

- (a) **PARTICIPATING DIGITAL WALLET AND/OR RELEVANT WALLET HAS BEEN DEVELOPED AND PROVIDED BY PERSON(S)/ENTITY(IES) OTHER THAN DISTRIBUTOR AND ITS AFFILIATES, AND DISTRIBUTOR AND ITS AFFILIATES (SAVE TO THE EXTENT PROHIBITED BY APPLICABLE LAWS) EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF ANY KIND IN RESPECT THEREOF, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT.**
- (b) **DISTRIBUTOR AND ITS AFFILIATES HAVE NOT MADE AND MAKE NO REPRESENTATION, WARRANTY AND/OR CONDITION OF ANY KIND THAT ANY PARTICIPATING DIGITAL WALLET AND/OR RELEVANT WALLET WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.**
- (c) **YOU SHALL HAVE NO CLAIM AGAINST DISTRIBUTOR AND/OR ITS AFFILIATES IN RESPECT OF ANY LOSS SUFFERED BY YOU IN RELATION TO OR ARISING FROM YOUR ACCESS AND/OR USE OF ANY PARTICIPATING DIGITAL WALLET AND/OR RELEVANT WALLET.**

11.3 To the maximum extent permitted by all applicable laws, regulations, and rules and except as otherwise provided in these Terms, Distributor hereby expressly disclaims its liability and shall in no case be liable to you or any person for:

- (a) any transfer of your Acquired NFT(s);
- (b) the Artifact 001 NFT Public Sale Consideration used in your participation in the Artifact 001 NFT Public Sale being obtained through any acts in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;
- (c) use of your Acquired NFT(s) for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;

- (d) any purported acquisition of Artifact 001 NFT(s), whether through the Artifact 001 NFT Public Sale or Secondary Acquisition, any purported claim of Artifact 001 Merchandise, any purported acquisition of the RTB-NFT and/or any purported RTB Exercise being regarded as invalid and/or void *ab initio*;
- (e) any failure, malfunction or breakdown of, or disruption to, the Artifact 001 NFT Public Sale Platform, Artifact 001 NFT Public Sale Smart Contracts or other smart contracts contemplated herein, the operation of the Website, any digital wallet (including but not limited to any Participating Digital Wallet or Relevant Wallet), Acquired NFT(s) or any technology (including but not limited to smart contract technology) on which the Artifact 001 NFT Public Sale Platform, Artifact 001 NFT Public Sale Smart Contracts or other smart contracts contemplated herein, the Website, any digital wallet (including but not limited to any Participating Digital Wallet or Relevant Wallet), Artifact 001 NFT(s), the RTB-NFT, the Project Group and/or the Project relies on, due to occurrences of forks, hacks, exploits, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks), cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;
- (f) failure, malfunction or breakdown of, or disruption to, the operation of any blockchain, any blockchain-based software systems or any blockchain technology in connection with the operations of the Project Group, the Project, the Artifact 001 NFTs, your Participating Digital Wallet and/or Relevant Wallet, and/or such other technology which the Artifact 001 NFT Public Sale, *Phase 2* Artifact 001 NFT Double-Tap Transfer, Merchandise-NFT Link Termination, Claim Process, Golden Option Process and/or RTB Exercise relies on, due to occurrences of forks, hacks, exploits, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks), cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;
- (g) any virus, error, bug, flaw, defect or otherwise adversely affecting the operation, functionality, usage, storage, transmission mechanisms, transferability or tradeability and other material characteristics of the Artifact 001 NFTs, the RTB-NFT and/or the Skateboard-Associated NFTs;
- (h) decreases or volatility in traded prices or lack of trading liquidity for any NFTs (including Artifact 001 NFTs) in any forum;
- (i) failure or unfitness of any NFTs (including Artifact 001 NFTs and the RTB-NFT) for any specific purpose;
- (j) the manner of utilisation of the Artifact 001 NFT Public Sale Consideration received by Distributor from the Artifact 001 NFT Public Sale or otherwise burned;
- (k) failure to disclose information relating to the progress of the Artifact 001 NFT Public Sale, Claim Process, Golden Option Process, RTB Exercise and/or Auction (if any);
- (l) loss of possession of the credentials for accessing, or loss or destruction of the private keys of, your digital wallet (including but not limited to Participating Digital Wallet and/or Relevant Wallet) in any manner and to any extent;
- (m) any rejection of trading of the Artifact 001 NFTs by any forum;
- (n) any prohibition, restriction or regulation by any government or regulatory authority in any jurisdiction of the operation, functionality, usage, storage, transmission mechanisms, transferability or tradability or other material characteristics of the Artifact 001 NFTs, Artifact 001 Merchandise, RTB-NFT, Skateboard and/or Skateboard-

Associated NFTs;

- (o) any risks associated with the Artifact 001 NFT Public Sale Smart Contracts or other smart contracts contemplated herein, the Channels, the Project, the Artifact 001 NFT Public Sale and/or Secondary Acquisition of Artifact 001 NFT(s), the receipt and holding of any Acquired NFTs, Offer Proceeds, Offeror Contribution, Offered NFTs and RTB-NFT, *Phase 2* Artifact 001 NFT Double-Tap Transfer, Merchandise-NFT Link Termination, Claim Process, Golden Option Process, RTB Exercise, and any digital wallets (including but not limited to your Participating Digital Wallet and/or Relevant Wallet); and
 - (p) all other risks, direct, indirect or ancillary, whether in relation to the Artifact 001 NFT Public Sale Smart Contracts or other smart contracts as contemplated herein, the Channels, Distributor, Project Group, the Project, the Artifact 001 NFT Public Sale and/or Secondary Acquisition of Artifact 001 NFT(s), the Artifact 001 NFTs, the Artifact 001 Merchandise, *Phase 2* Artifact 001 NFT Double-Tap Transfer, Merchandise-NFT Link Termination, Claim Process, Golden Option Process, RTB-NFT, RTB Exercise, and any digital wallets (including but not limited to your Participating Digital Wallet and/or Relevant Wallet), which are not specifically or explicitly contained in or stated in these Terms.
- 11.4 In the event of any exploit, hack or theft or other act resulting in a loss of digital assets (including your Acquired NFTs, Artifact 001 NFT Public Sale Consideration, RTB-NFT and/or Skateboard-Associated NFTs), or loss of access to your digital wallets (including but not limited to your Participating Digital Wallet and/or Relevant Wallet), you acknowledge and confirm that you shall have no right(s), claim(s) or causes of action in any way whatsoever against Distributor and/or any of the other Indemnified Persons.
- 11.5 In the event Distributor discovers that you, in your participation in the Artifact 001 NFT Public Sale, *Phase 2* Artifact 001 NFT Double-Tap Transfer, Merchandise-NFT Link Termination, Claim Process, Golden Option Process, RTB Exercise and/or any other transaction contemplated hereunder, have engaged in unfair, excessive or abusive usage or conduct, Distributor reserves the right to take such actions as may be necessary, to the fullest extent possible under law, to protect Distributor from losses, damages, harm or degradation of any form and manner.

12. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 12.1 To the maximum extent permitted by the applicable laws, regulations and rules:
- (a) Distributor and all of the other Indemnified Persons shall not be liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any transaction as contemplated by these Terms;
 - (b) in any event, the aggregate liability of Distributor and all of the other Indemnified Persons, in tort, contract or otherwise, arising out of or in connection with any transaction as contemplated by these Terms shall be limited to US\$100; and
 - (c) you hereby agree to waive all rights to assert any claims under the applicable laws, regulations and rules and you may make claims based only on these Terms.

Without prejudice to the foregoing of this Paragraph 12.1, in the event of damage or loss to the Skateboard (prior to any Co-Collector's acquisition of the RTB-NFT) resulting in Distributor receiving payout(s) from third-party insurers (in this Paragraph 12.1, "**Insurance Payout**"), Distributor may, at its sole and absolute discretion, distribute such Insurance Payout (or any part thereof) to Co-Collectors on a *pro rata* basis, in proportion to the number of Artifact 001 NFTs held by each Co-Collector. In the event any Insurance Payout is received by Distributor subsequent to a Co-Collector's acquisition of the RTB-NFT, Distributor may, at its sole and absolute discretion, distribute such Insurance Payout (or any part thereof) to such Co-Collector.

- 12.2 To the maximum extent permitted by the applicable laws, regulations and rules, you shall indemnify, defend, and hold Distributor and/or all of the other Indemnified Persons harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable legal fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by you or any third party against any of Distributor or the other Indemnified Persons arising out of a breach of any warranty, representation, or obligation hereunder.

13. NO ASSIGNMENT

Subject to these Terms, only you and no other person shall have the right to any claim against Distributor and/or all of the other Indemnified Persons in connection with your participation in the Artifact 001 NFT Public Sale, Artifact 001 Merchandise Claim, *Phase 2* Artifact 001 NFT Double-Tap Transfer, Merchandise-NFT Link Termination, Claim Process, Golden Option Process and/or RTB Exercise, and/or your Acquired NFT(s). You shall not assign, trade or transfer, or attempt to assign, trade or transfer, your right to any such claim. Any such assignment or transfer shall not impose any obligation or liability of Distributor to the assignee or transferee. Distributor may assign any right under these Terms to any person without notice to you.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 Save as otherwise provided under the Co-Museum TOS, these Terms shall not entitle you to any intellectual property rights, including the rights in relation to the use, for any purpose, of any information, image, user interface, logos, trademarks, trade names, Internet domain names or copyright in connection with the Artifact 001 NFT Public Sale Smart Contracts and other smart contracts contemplated herein, the Channels, Distributor, Project Group, the Project, the Artifact 001 NFT Public Sale, Acquired NFTs and/or Artifact 001 Merchandise.

- 14.2 There are no implied licences under these Terms, and any rights not expressly granted to you hereunder are reserved by Distributor.

15. NO WAIVER

Any failure of Distributor to enforce these Terms or to assert any right(s), claim(s) or causes of action against you under these Terms shall not be construed as a waiver of the right of Distributor to assert any right(s), claim(s) or causes of action against you.

16. ENTIRE AGREEMENT

These Terms contain the entire agreement and the understanding between the Parties and supersedes all prior agreements, understandings or arrangements (both oral and written) in relation to the Artifact 001 NFTs and Artifact 001 NFT Public Sale. These Terms, together with such further terms and conditions which apply to Artifact 001 Merchandise Claim pursuant to Paragraph 1.11, contain the entire agreement and the understanding between the Parties and supersedes all prior agreements, understandings or arrangements (both oral and written) in relation to the Artifact 001 Merchandise.

17. TAXES

- 17.1 Your acquisition, receipt and holding of Acquired NFT(s), Offer Proceeds, Offeror Contribution, Offered NFTs, RTB-NFT, Artifact 001 Merchandise, your participation in any *Phase 2* Artifact 001 NFT Double-Tap Transfer, Merchandise-NFT Link Termination, Claim Process, Golden Option Process, RTB Exercise and/or acquisition of the Skateboard and/or Skateboard-Associated NFTs (if applicable) and/or your participation in any other transaction contemplated hereunder, may be subject to applicable taxes in applicable jurisdictions, for which you shall be solely responsible ("**Payable Tax**").

- 17.2 You shall be responsible for determining any Payable Tax and declaring, withholding, collecting,

reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities. You shall be solely liable for all penalties, claims, fines, punishments or other liabilities arising from the non-fulfilment or non-performance to any extent of any of your obligations in relation to the Payable Tax.

- 17.3 Distributor shall not be responsible for determining any Payable Tax and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities.

18. COMMUNICATIONS WITH DISTRIBUTOR

- 18.1 Any communication between you and Distributor shall be by electronic means, through electronic mail (info@co-museum.com). Any notification from Distributor may be in the form of notifications from Distributor through any of the Channels, or such other communication channel as Distributor may otherwise elect.

- 18.2 You:

- (a) consent to receive communications from Distributor in any electronic form; and
- (b) acknowledge and agree that all terms and conditions, agreements, notices, disclosures, and other communications that Distributor provides to you electronically satisfy any legal requirement that would also be satisfied if such communications were to be in a hardcopy writing.

19. GOVERNING LAW AND JURISDICTION

- 19.1 These Terms shall be governed by and construed in accordance with the laws of the Republic of Singapore, without reference to any conflict of law provisions, and the obligations, rights and remedies of the Parties herein shall be determined in accordance with such laws.

- 19.2 Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved in Singapore by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the SIAC ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this paragraph. The seat of the arbitration shall be Singapore. The tribunal shall consist of one (1) arbitrator to be appointed by the Chairman of the SIAC. The language of the arbitration shall be English. A printed version of these Terms and of any notice given in electronic form shall be admissible in arbitral proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The arbitration award shall be final and binding on the Parties. The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. You and Distributor shall be responsible for their respective attorneys' fees and expenses. This arbitration agreement shall be governed by the laws of the Republic of Singapore.

- 19.3 Each of the Parties irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore to support and assist the arbitration process pursuant to Paragraph 19.2 of these Terms, including if necessary the grant of interlocutory relief pending the outcome of that process.

20. RIGHTS OF THIRD PARTIES

- 20.1 Subject to Paragraph 20.2, the Contracts (Rights of Third Parties) Act 2001 of Singapore, as may be modified, amended or supplemented from time to time, shall apply to these Terms.

- 20.2 Save for the Indemnified Persons who shall have rights to the extent accorded thereto under these Terms, a person who is not a Party shall not have any rights whatsoever under these

Terms or to enforce these Terms.

21. SEVERANCE AND PARTIAL INVALIDITY

- 21.1 If any of these Terms is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of these Terms shall continue to be valid and in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.
- 21.2 The illegality, invalidity or unenforceability of any provision of these Terms under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

ANNEX 1

DEFINITIONS

1. In these Terms, the following words and expressions shall, where not inconsistent with the context, have the following meanings respectively:

“Acquiror(s)” has the meaning ascribed to it in Paragraph 8.3(f).

“Artifact 001 Merchandise” has the meaning ascribed to it in Paragraph 1.11.

“Artifact 001 Merchandise Claim” has the meaning ascribed to it in Paragraph 1.11.

“Artifact 001 Merchandise Claim Period” means the period of thirty (30) days commencing from a date as shall be announced by Distributor and/or its Affiliate(s) via the Channel(s).

“Artifact 001 NFTs” means the non-fungible tokens known as “Artifact 001: The Golden Skateboard” having the token contract address 0xee679cbe271c0a638dd0d4800031d9750237e407.

“Artifact 001 NFT Public Sale” has the meaning ascribed to it in Paragraph 1.1(a)(i).

“Artifact 001 NFT Public Sale Consideration” has the meaning ascribed to it in Paragraph 3.2.

“Artifact 001 NFT Public Sale Participants” means persons/entities participating in the Artifact 001 NFT Public Sale.

“Artifact 001 NFT Public Sale Period” has the meaning ascribed to it in Paragraph 3.1.

“Artifact 001 NFT Public Sale Platform” has the meaning ascribed to it in Paragraph 1.1(a)(i).

“Artifact 001 NFT Public Sale Smart Contracts” has the meaning ascribed to it in Paragraph 2.1.

“Artifact 001: The Golden Skateboard Collection” has the meaning ascribed to it in Paragraph 3.2.

“Acquired NFTs” means Artifact 001 NFTs acquired by way of the Artifact 001 NFT Public Sale and/or Secondary Acquisition and, if applicable, the RTB-NFT acquired pursuant to these Terms.

“Affiliate”, with respect to any person, means any other person directly or indirectly controlling, controlled by or under common control with such person.

“Approvals” has the meaning ascribed to it in Paragraph 10.1(o).

“Auction” has the meaning ascribed to it in Paragraph 9.2(a).

“Cessation Event” has the meaning ascribed to it in Paragraph 9.1.

“Cessation Notification” has the meaning ascribed to it in Paragraph 9.1.

“Channels” means the Artifact 001 NFT Public Sale Platform, the Website, the social media channels (including Discord and X (Twitter)) associated with the Project or any other online channel of the Project, the account of which is held by Distributor or its Affiliate(s).

“Claim Conditions” has the meaning ascribed to it in Paragraph 8.2.

“Claim Option” has the meaning ascribed to it in Paragraph 8.2.

“Claim Process” has the meaning ascribed to it in Paragraph 8.2.

“Claimant” has the meaning ascribed to it in Paragraph 8.2.

“Claimant Address” has the meaning ascribed to it in Paragraph 8.2.

“Cooling Period” has the meaning ascribed to it in Paragraph 8.5(b).

“Co-Collector” means a holder of an Artifact 001 NFT who holds such Artifact 001 NFT in a wallet address controlled by such holder.

“Co-Collector Allocated Auction Proceeds” has the meaning ascribed to it in Paragraph 9.2(a).

“Co-Museum TOS” has the meaning ascribed to it in Paragraph 1.2.

“Designated Person / Entity” has the meaning ascribed to it in Paragraph 2.3(c).

“Disqualified Persons” has the meaning ascribed to it in Paragraph 2.3.

“ETH” means Ether, the cryptographic token which is native to the Ethereum network.

“Excluded Jurisdiction” means any of the following jurisdictions:

- (a) a jurisdiction identified by the Financial Action Task Force (FATF) for strategic AML/CFT deficiencies and included in FATF’s listing of “High-risk and Other Monitored Jurisdictions” accessible at <https://www.fatf-gafi.org/en/publications/High-risk-and-other-monitored-jurisdictions/increased-monitoring-june-2024.html> or “Jurisdictions Subject to a Call for Action” accessible at <https://www.fatf-gafi.org/en/publications/High-risk-and-other-monitored-jurisdictions/Call-for-action-june-2024.html>; and
- (b) a jurisdiction (including but not limited to the Sanctioned Countries) in which the Artifact 001 NFT Public Sale and/or acquisition of Artifact 001 NFT(s) is prohibited, restricted or unauthorised in any form or manner whether in full or in part under the laws, regulatory requirements or rules in such jurisdiction.

“Fractionalised Right” has the meaning ascribed to it in Paragraph 8.1.

“Golden Option” has the meaning ascribed to it in Paragraph 8.3.

“Golden Option Conditions” has the meaning ascribed to it in Paragraph 8.3.

“Golden Option Period” has the meaning ascribed to it in Paragraph 8.3.

“Golden Option Process” has the meaning ascribed to it in Paragraph 8.3.

“Golden Option Qualifying NFT Holding” has the meaning ascribed to it in Paragraph 8.3(d).

“Golden Option Threshold” has the meaning ascribed to it in Paragraph 8.3(c).

“Indemnified Persons” means Distributor and its Affiliates.

“Merchandise-NFT Link” has the meaning ascribed to it in Paragraph 1.11.

“Merchandise-NFT Link Termination” has the meaning ascribed to it in Paragraph 7.2D.

“NFC” means near field communication.

“NFC-Reading Device” means any device having an NFC reader.

“NFTs” has the meaning ascribed to it in Paragraph 1.1.

“Offer” has the meaning ascribed to it in Paragraph 8.3(f).

“Offer Period” has the meaning ascribed to it in Paragraph 8.3(f).

“Offer Price” has the meaning ascribed to it in Paragraph 8.3(f).

“Offer Proceeds” has the meaning ascribed to it in Paragraph 8.4(b).

“Offer Proceeds Holding Address” has the meaning ascribed to it in Paragraph 8.4(b).

“Offered NFTs” has the meaning ascribed to it in Paragraph 8.3(f).

“Offeror” has the meaning ascribed to it in Paragraph 8.3.

“Offeror Address” has the meaning ascribed to it in Paragraph 8.3.

“Offeror Contribution” has the meaning ascribed to it in Paragraph 8.3(e).

“Offeror Contribution Holding Address” has the meaning ascribed to it in Paragraph 8.3(e).

“Offered NFTs Holding Address” has the meaning ascribed to it in Paragraph 8.3(f).

“Own” in respect of a Co-Collector’s Acquired NFT, means such Acquired NFT which such Co-Collector has acquired (whether by way of the Artifact 001 NFT Public Sale or Secondary Acquisition), and if applicable, the RTB-NFT acquired by such Co-Collector, where proof of acquisition of such Acquired NFT is recorded on the relevant blockchain network.

“Participating Digital Wallet” of a Artifact 001 NFT Public Sale Participant means a digital wallet that has been whitelisted (where required by Distributor) in accordance with the processes implemented by Distributor prior to the Artifact 001 NFT Public Sale, and which is compatible with the blockchain(s) associated with the Artifact 001 NFTs, the Artifact 001 NFT Public Sale Consideration and the Artifact 001 NFT Public Sale Platform, and (a) in respect of which the private keys of such blockchain address are held, owned and/or controlled by such Artifact 001 NFT Public Sale Participant; (b) used by such Artifact 001 NFT Public Sale Participant to connect to the Artifact 001 NFT Public Sale Platform; and (c) from which the Artifact 001 NFT Public Sale Consideration is transferred to a blockchain address designated by Distributor in exchange for Artifact 001 NFT(s).

“Payable Tax” has the meaning ascribed to it in Paragraph 17.1.

“Phase 1 Artifact 001 NFT” means an Artifact 001 NFT that is in Phase 1;

“Phase 2 Artifact 001 NFT” means an Artifact 001 NFT that is in Phase 2;

“Phase 3 Artifact 001 NFT” means an Artifact 001 NFT that is in Phase 3;

“Project” means the Co-Museum project as described at <https://co-museum.com/>.

“Project Group” means Distributor and its Affiliates.

“Relevant Wallet” of a Co-Collector means a digital wallet that is compatible with the blockchain(s) associated with the Artifact 001 NFTs and RTB-NFT, (a) in respect of which the

private keys of such blockchain address are held, owned and/or controlled by such Co-Collector; and (b) at which such Co-Collector receives and/or holds Artifact 001 NFT(s) acquired other than by way of the Artifact 001 NFT Public Sale (including by way of Secondary Acquisition), and where applicable, the RTB-NFT.

“**RTB**” or “**Right to Buy**” means the right attaching to the RTB-NFT to effect RTB Exercise in accordance with the provisions of Paragraph 8.4.

“**RTB Exercise**” has the meaning ascribed to it in Paragraph 8.4.

“**RTB Exercise Date**” has the meaning ascribed to it in Paragraph 8.4.

“**RTB-NFT**” means the non-fungible token representing the Right to Buy, with such token contract address and such token ID which shall be announced by Distributor (and/or its Affiliate(s)) via the Channel(s), subsequent to minting.

“**Sanctioned Countries**” has the meaning ascribed to it in Paragraph 10.1(q)(iii).

“**Sanctions**” has the meaning ascribed to it in Paragraph 10.1(q)(ii).

“**Secondary Acquisition**” has the meaning ascribed to it in Paragraph 1.1(a)(ii).

“**Skateboard**” means the Azuki Golden Skateboard with the Red Panda Emblem.

“**Skateboard-Associated NFTs**” means, collectively:

- (a) the non-fungible token associated with the Skateboard, known as the “Azuki Golden Skateboard Red Panda PBT”, having the contract address 0x6853449a65b264478a4cd90903a65f0508441ac0 and token ID 5; and
- (b) the non-fungible token known as the “Golden Skateboard – Red Panda Shrine”, having the contract address 0x479e02b7102bf374de3b9dc3f53817d0db99d0e0 and token ID 5.

“**Storage Provider**” has the meaning ascribed to it in Paragraph 8.7(b)(i).

“**Total Artifact 001 NFT Supply**” means 3,888 Artifact 001 NFTs, being the total number of Artifact 001 NFTs issued by the Distributor.

“**Transaction Signing**” has the meaning ascribed to it in Paragraph 3.3(c).

“**USDC**” means USD Coin, the asset-backed stable cryptocurrency.

“**USDT**” means Tether, the asset-backed stable cryptocurrency.

“**Website**” means <https://co-museum.com/>.

2. In these Terms, a reference to:

- (a) Distributor includes a reference to its duly authorised agents and/or delegates;
- (b) a person includes a reference to any individual, body corporate, unincorporated association or partnership;
- (c) an agreement or other document is a reference to that agreement or document as from time to time supplemented or amended;
- (d) the masculine gender includes the feminine and neuter genders and vice versa;
- (e) the singular includes the plural and vice versa; and

- (f) any law or regulation is a reference to that law or regulation as amended from time to time and, where the same has been repealed, to any re-enactment or replacement of the same.